

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:

95225154

Cynthia Jared, Esq.  
Sachnoff & Weaver, Ltd.  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

DEPT-01 RECORDING \$35.00  
T#0012 TRAN 3412 04/04/95 11:38:00  
#5279 : AH \*-95-225154  
COOK COUNTY RECORDER

## FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND TO THE ASSIGNMENT OF RENTS SCHAUMBURG PROPERTY

35.00  
D.P.

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT dated as of February 23, 1995 by and between American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated May 1, 1985 and known as Trust Agreement Number 64210 ("Mortgagor") having its principal office at 33 N. LaSalle Street, Chicago, IL and Bank of Lincolnwood located at 4433 W. Touhy Avenue, Lincolnwood, IL 60646 ("Mortgagee").

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T#0012 TRAN 3412 04/04/95 11:38:00  
#5279 : AH \*-95-225154  
COOK COUNTY RECORDER  
A009097  
COMM. SACHS. MORTG. DEPT.

### RECITALS:

DEPT-01 RECORDING \$35.00  
T#0012 TRAN 3412 04/04/95 11:38:00  
#5279 : AH \*-95-225154  
COOK COUNTY RECORDER

A. Mortgagee has made a loan to Mortgagor et al which is secured by that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded as Document No. 94172104 (the "Mortgage") which is a lien upon the property legally described in Exhibit A, attached hereto.

B. Mortgagee and Mortgagor have amended the revolving note secured by the Mortgage and desire to amend the Mortgage to secure said note, as extended.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for \$10.00 and other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

**BOX 333-CTI**

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ADDRESS

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1. Borrower hereby represents and warrants to Lender that the foregoing Recitals are (a) true and accurate, and (b) an integral part of this Amendment. Borrower and Lender hereby agree that all of the Recitals of this Amendment are hereby incorporated into this Amendment and made a part hereof. Any term not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. Recitals A and B of the Mortgage are hereby deleted in their entirety and the following is substituted therefor:

A. Loan. Mortgagor is the owner of the land (the "Land") described on Exhibit A attached hereto, together with all improvements thereon.

B. Notes. Mortgagor and The Malnati Organization, Inc., Malu Limited Corporation, Luma Limited, Moolah Inc. and American National Bank and Trust Company of Chicago, u/v/a 51686 (the "Borrowers"), executed and delivered to the Mortgagee two promissory notes (collectively the "Notes") described as follows: (i) an amended and restated revolving promissory note in the original principal amount of \$600,000 bearing interest at the rate of one-half percent ( $\frac{1}{2}\%$ ) plus the Prime Rate announced by Bank of Lincolnwood with a Maturity date of February 28, 1996 and (ii) a term promissory note in the original principal amount of \$600,000, bearing interest at the rate of 7.75% per annum payable to the order of the Mortgagee, and due and payable in full if not sooner paid on or before February 28, 1999, subject to acceleration as provided in the Notes, this Mortgage, or the other Loan Documents, defined below. All principal and interest on the Notes are payable in lawful money of the United States of America at the office of the Mortgagee in Chicago, Illinois, or at such place as the holder thereof may from time to time appoint in writing. The indebtedness evidenced by the Notes is sometimes collectively referred to therein as the Loan.

3. As used in the Mortgage and the Assignment of Rents each and every reference of a "Note" or the "Notes" shall mean any one or more of the notes comprising the Note, as amended, as the broadest possible reading shall allow.

4. Except as expressly amended hereby, the Mortgage and the Assignment of Rents shall remain in full force and effect. The Mortgage and the Assignment of Rents and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Mortgage shall continue in full force and effect and the Mortgage as previously amended and the applicable portions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term the "Mortgage" as used in the Notes, the Loan Agreement and all other Loan Documents shall mean the

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Mortgage as amended hereby. From and after the date hereof, the Assignment of Rents shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Assignment of Rents shall continue in full force and effect and the Assignment of Rents as previously amended and the applicable provision of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term the "Assignment of Rents" as used in the Note, the Loan Agreement and all other Loan Documents shall mean the Assignment of Rents as amended hereby.

5. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee hereunder, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertaking and agreements by said Trustee or for the purpose of or with the intention of binding said Trustee personally, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the American National Bank and Trust Company of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this

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Instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this Amendment as of February 23, 1995.

attest:

  
its NOTARY

MORTGAGOR:

American National Bank and Trust  
Company of Chicago as Trustee under Trust  
Agreement dated May 1, 1985 and known as  
Trust Agreement Number 64210

By:   
Title: 2ND VICE PRES

Permanent Index Number(s):

07-22-401-002

07-22-401-003

07-22-401-023

95225154

Common Address:

11 E. Schaumburg Road  
and

1 South Roselle Road  
Schaumburg, IL

ACCEPTED BY MORTGAGEE:

BANK OF LINCOLNWOOD

By:   
Stewart Anderson, Senior Vice President

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## JOINDER

This Joinder is executed by The Malnati Organization, Inc. ("Malnati"), Malu Limited Corporation ("Malu"), Luma Limited ("Luma"), Moolah Inc. ("Moolah"), joint and several makers of the Notes, for the purpose of joining in that certain First Amendment to Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement granted by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated May 1, 1985 and known as Trust Agreement Number 64210 ("Trust 64210") in favor of Bank of Lincolnwood which is a lien on the property commonly known as 11 E. Schaumburg Road and 1 South Roselle Road Schaumburg, IL. All representations, warranties, covenants and agreements of Mortgagor under the terms of said Mortgage are hereby made by Malnati, Malu, Luma, and Moolah, as if fully set forth herein, for the purpose of binding Malnati, Malu, Luma and Moolah personally for the payment of all such liabilities and the performance of all such obligations.

The Malnati Organization, Inc.

By: Malnati  
Title: PRES

Malu Limited Corporation

By: Malnati  
Title: PRES

Luma Limited

By: Malnati  
Title: PRES

Moolah Inc.

By: Malnati  
Title: PRES

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STATE OF IL )

COUNTY OF COOK ) SS:

I, SOI FLORES, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this        day of MAY 20 1995, personally appeared before me P. JOHANSEN **L. Michael Whelan**, the INDUVE President and Asst secretary of American National Bank and Trust Company of Chicago, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the INDUVE President and Asst Secretary, respectively, of American National Bank and Trust Company of Chicago, and that they signed and delivered the same in behalf of American National Bank and Trust Company of Chicago, not individually but solely as trustee, aforesaid, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Sol Flores  
Notary Public

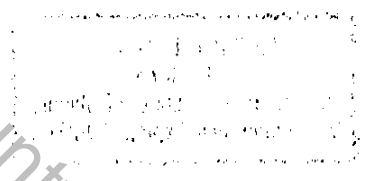
My commission expires: \_\_\_\_\_

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PROPERTY

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## EXHIBIT A

### Description of the Land

LOT 1 (EXCEPTING THEREFROM THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 138 FEET; THENCE RUNNING EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 15 FEET; THENCE RUNNING SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT, A DISTANCE OF 20 FEET; THENCE RUNNING EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 57 FEET TO THE EAST LINE OF SAID LOT; THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT; THENCE RUNNING WEST ALONG THE SOUTH LINE OF SAID LOT, TO THE SOUTHWEST CORNER OF SAID LOT, BEING THE PLACE OF BEGINNING AND EXCEPT THAT PART TAKEN FOR THE WIDENING OF SCHAUMBURG AND ROSELLE ROADS) AND LOT 2 (EXCEPT THE EAST 3 FEET AND EXCEPT THAT PART TAKEN FOR THE WIDENING OF SCHAUMBURG AND ROSELLE ROADS) ALL IN BLOCK 2 IN SCHAUMBURG, BEING HENRY E. QUINDEL'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 1912 AS DOCUMENT 5091067 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

PIN: 07-22-401-002  
07-22-401-003  
07-22-401-023

Address: 11 E. Schaumburg Road  
and  
1 South Roselle Road  
Schaumburg, IL

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STATE OF ILLINOIS )

COUNTY OF Cook ) SS:

I, Sheila Klepper, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 30<sup>th</sup> day of MARCH, personally appeared before me Stewart Anderson, the Senior Vice President Bank of Lincolnwood, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Senior Vice President of Bank of Lincolnwood, and that he signed and delivered the same in behalf of Bank of Lincolnwood, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Sheila Klepper  
Notary Public

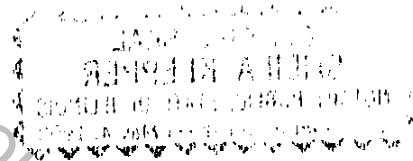
My commission expires: \_\_\_\_\_

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